

SAN DIEGO WEED MANAGEMENT AREA

SECOND MEMORANDUM OF UNDERSTANDING

February 27th 2006

Second Memorandum of Understanding San Diego Weed Management Area

Parties

Representatives from all of the parties in the following list have participated in SDWMA stakeholder meetings over the last five years: the United States Department of Agriculture-Natural Resources Conservation Service, United States Fish and Wildlife Service, United States Bureau of Land Management, United States Army Corp of Engineers, California Department of Food and Agriculture, California Invasive Plant Council, California Department of Fish and Game, California Department of Transportation, County of San Diego, San Dieguito River Park Joint Powers Authority, Regional Water Quality Control Board, City of San Diego, San Diego County Farm Bureau, Audubon Society, San Diego County Cattlemen's Association, Sierra Club, University of California Cooperative Extension Service, California Native Plant Society, Santa Margarita & San Luis Rey Watershed Weed Management Areas, Center for Natural Lands Management, Mission Resource Conservation District, Carlsbad Watershed Network, and San Elijo Lagoon Ecological Reserve. Some stakeholders provided regulatory interpretation, others in-kind contributions, and some raised issues of concern. The parties in this list may sign on to the Second Memorandum of Understanding (MOU) and continue their membership in the San Diego Weed Management Area (SDWMA).

Authority

The parties are entering into this MOU pursuant to the California Food and Agricultural Code, Section 7272(b), which states:

“A ‘weed management area’ is a local organization that brings together all interested landowners, land managers (private, city, county, state, and federal), special districts, and the public in a county or other geographical area for the purpose of coordinating and combining their actions and expertise to deal with their common weed control problems. The organization shall function under the authority of a mutually developed memorandum of understanding and subject to statutory and regulatory requirements. A weed management area may be voluntarily governed by a chairperson or a steering committee.”

Purpose

This Second MOU replaces the original MOU that expired December 31, 2005. The purpose of this Second MOU is to continue the weed management area efforts and define the terms and conditions under which the San Diego Weed Management Area (SDWMA) will cooperate and coordinate activities necessary to prevent the introduction, establishment and spread of invasive weeds in San Diego County. These activities shall focus upon the exclusion, detection, eradication and suppression of designated noxious weeds and invasive exotic plants using an integrated approach. The San Diego Weed Management Area Steering Committee will designate which invasive plants will be targeted by the SDWMA.

Overview

Integrated weed management is a system used to plan and recommend selected methods of management to prevent, contain or control undesirable plant species or group of species using all available strategies and techniques. Together these strategies and techniques are economically and environmentally more effective than any single option. The elements of integrated management include:

- Education and Awareness
- Prevention and Early Detection
- Inventory
- Control (physical/mechanical, biological, chemical, cultural)
- Monitoring and Evaluation

A number of noxious weeds and invasive exotic plants are found in San Diego County. An integrated strategy to manage these populations could minimize their negative effects and prevent future infestations of undesirable plant species.

Agreement

It is mutually agreed upon and understood by and among the parties to this MOU that:

- A. There shall be a steering committee established among the parties to this MOU. The steering committee shall be comprised of a maximum of 10 representatives interested in the control of noxious and invasive weeds within San Diego County. As membership allows, the committee may consist of the San Diego County Agricultural Commissioner or his/her designee, and representatives from these interests: livestock production, agricultural production, parks and public land management, water and natural resources, transportation/utilities, education/research, and environmental advocacy.

- B. Steering committee members shall serve for a term of one year. Steering committee members shall be selected at the first meeting of each calendar year. Terms may be renewed annually. The steering committee may establish bylaws governing the manner in which business is to be conducted.
- C. The steering committee shall make decisions on matters affecting the weed management area, by majority vote of the members present. At least 50% of the committee members must be present for any action to be taken. The steering committee shall consider input from all parties to this MOU in these decisions.
- D. The parties will meet to provide input to the steering committee. The steering committee may amend the meeting schedule of the parties as necessary.
- E. The steering committee shall meet to develop and document a coordinated plan to control invasive weed infestations within San Diego County using the elements of integrated weed management.
- F. This MOU may be revised as necessary, by mutual consent of the parties, by issuance of a written amendment signed and dated by all parties.
- G. This MOU in no way restricts any party from participation in similar agreements and/or activities with other public or private entities.
- H. Interested landowners, land managers (private, city, county, state and federal), special districts, and the public in San Diego County may become part of the San Diego Weed Management Area by execution of the signature page entitled "Agreement to Join the Memorandum of Understanding Establishing the San Diego Weed Management Area" attached as Exhibit A. The executed signature page shall be returned to the steering committee for distribution to all parties to this MOU. The return shall be accomplished by certified mail to the steering committee in care of the Agricultural Commissioner, County of San Diego, 5555 Overland Ave. suite 3101, San Diego, CA 92123.
- I. This MOU shall be effective upon execution by a minimum of two parties. This Second MOU expires on December 31, 2016. Any party may terminate its participation in this MOU at any time by providing written notice to all other parties.
- J. This MOU does not obligate any party to budget or pay any funds. Any endeavor involving reimbursement or contribution of funds between the parties will be handled in accordance with the laws, regulations, and procedures applicable to each governmental agency, private landowner, or other participant, including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for any party to award a noncompetitive contract or other agreement. Any contract or agreement for services

must fully comply with all contracting requirements applicable to the parties to that contract.

- K. One Purpose of this MOU is to establish eligibility to seek and receive funding from various sources such as state grants, etc. for Weed Management Area projects. The parties acknowledge that availability of this funding may be necessary to carry out some of the activities listed below.
- L. The San Diego Weed Management Area Steering Committee working with the stakeholders developed cost-share plans for the integrated management of noxious or invasive weeds within San Diego County under the first MOU in 2001 and 2002. Should more funding become available through the state WMA fund and CDFA the SDWMA steering committee shall prepare a cost-share integrated weed management plan as required in the food and Ag Code 7272(d) and 7272.5(a).
- M. Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this MOU.
- N. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead each of the parties hereto shall fully indemnify and hold each of the other parties harmless from any claim, expense or cost including court costs and reasonable attorney's fees, damage or liability arising out of, or in connection with, performance of its responsibilities pursuant to this MOU.
- O. Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer agent, servant, or employee of any of the other parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.
- P. This MOU may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument.
- Q. Each party represents and warrants that it has full power and authority to execute and fully perform its obligations under this MOU without the need for any further action and that the person executing this MOU on behalf of each party is fully authorized to do so.

R. As funding and staffing allow the signatories to this MOU shall do the following:

1. Cooperate and coordinate activities necessary to prevent the introduction, establishment and spread of designated invasive weeds in San Diego County.
2. Use an integrated approach to control, suppress, or eradicate designated invasive weeds.
3. Map designated invasive weed infestations and share information with SDWMA members.
4. Educate the public, industry and agencies about invasive weeds, their identification, and methods of control and prevention.
5. Cooperate in the development of grant proposals to fund local weed management programs.
6. Allow access on parcels for SDWMA members to conduct invasive weed surveys, mapping and control efforts.
7. Contribute available skills and capabilities to further the efforts of the SDWMA.

Exhibit A

**Agreement to Join
San Diego Weed Management Area
Second Memorandum of Understanding**

_____ (*name of party*) hereby joins the San Diego County Weed Management Area and agrees to comply with, and be bound by, the terms of the Second Memorandum of Understanding - San Diego County Weed Management Area attached hereto.

In witness whereof the party hereto has executed this agreement as of the date written below.

By: _____ Date: _____
Authorized signature

Printed Name and Title: _____

Name/address of contact person to receive notices: _____

